


<b>INVITATION TO BID</b>  <b>STATE OF LOUISIANA</b>  <b>DIVISION OF ADMINISTRATION</b> <b>OFFICE OF STATE PURCHASING</b>				<b>BIDS WILL BE PUBLICLY OPENED:</b>  <div style="font-size: 1.2em; font-weight: bold;">MAR 01, 2007    10:00 AM</div>  <b>PURCHASING AGENCY NO. :    107001</b>  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2213775</span> <span>03/01/07</span> </div> <b>OFFICE OF STATE PURCHASING</b> <b>OFFICE OF STATE PURCHASING</b> <b>POST OFFICE BOX 94095</b> <b>BATON ROUGE, LA 70804-9095</b>  <div style="display: flex; justify-content: space-between;"> <div> <b>BUYER : JOHN COLLINS, CPPB</b>  <b>BUYER PHONE : (225) 342-8031</b>  <b>DATE ISSUED : 01/30/07</b>  <b>REQ. AGENCY : 107001</b> </div> <div style="text-align: right;">FOLD HERE--&gt;</div> </div> <div style="text-align: center; font-weight: bold;">OFFICE OF STATE PURCHASING</div> <div> <b>AGENCY REQ. NO. : </b>  <b>ISIS REQ. NO. : 1296570</b>  <b>VENDOR PHONE : </b>  <b>FISCAL YEAR : 07</b>  <b>CLASS/SUBCLASS : 42084</b>  <b>SCHEDULED BEGIN DATE : 05/01/07</b>  <b>SCHEDULED END DATE : 04/30/08</b>  <b>T-NUMBER : 92358</b> </div>	
<div style="margin-top: 10px;"> <b>VENDOR NO. :</b>  <b>SOLICITATION : 2213775</b>  <b>FILE NO. :</b>  <b>OPENING DATE : 03/01/07</b> </div> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>					
<b>CLASSROOM FURNITURE STATEWIDE CONTRACT</b>					
<b>TO BE COMPLETED BY VENDOR</b>					
<div style="font-size: 0.9em;"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.  2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.  3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.  5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). </div>					
<b>INSTRUCTIONS TO BIDDERS</b>					
<div style="font-size: 0.8em;"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.  2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.  3. THIS BID IS TO BE MANUALLY SIGNED IN INK. <span style="float: right;">FOLD HERE--&gt;</span>  4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.  5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____  6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.  7. DESIRED DELIVERY: _____ 045DAYS ARO _____  8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.  9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. </div>					
<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>		<b>TITLE</b>		<b>DATE</b>	
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>			<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>		

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:  
NA  
NA  
NA

13. BID FORMS.  
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:  
A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;  
B. BID FILLED OUT IN PENCIL; AND  
C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.  
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.  
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.  
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.  
THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.  
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.  
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.  
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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<p>21. NEW PRODUCTS.            UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.            UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.            THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.            FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.            IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.            ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.            BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.            ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.            CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.            IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
OFFICE OF STATE PURCHASING  
P O BOX 94095  
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

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PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
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\*\*ATTENTION:\*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE

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STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 10 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES\_\_\_\_\_

SPECIFY LINE NUMBER(S) : \_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES\_\_\_\_\_ NO\_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES\_\_\_\_\_ NO\_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 11 \*\*\*\*\* PLEASE NOTE - ACTION NEEDED IN THIS CLAUSE HAS CHANGED\*\*\*\*\*

COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACTS AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:

\_\_\_\_\_ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

\_\_\_\_\_ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.

\_\_\_\_\_ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.

- 12 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY

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BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

- 13 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON ESTIMATES. WHERE USAGE IS NOT AVAILABLE A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

- 14 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

- 15 CANCELLATION  
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

- 16 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [WWW.EPLS.GOV](http://WWW.EPLS.GOV)

- 17 CONTRACT PERFORMANCE EVALUATION  
IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM](http://WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM) OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2213775 OPEN DATE: 03/01/07 T-NUMBER : 92358	BIDDER:	PAGE 8

- 18 PRICE ADJUSTMENTS: THE PRICE LIST (S) BID SHALL REMAIN FIRM AND EFFECTIVE FOR THE DURATION OF THE CONTRACT PERIOD. PRICE ADJUSTMENTS WILL BE CONSIDERED FOR SUBSEQUENT ANNUAL CONTRACT RENEWALS. THE CONTRACTOR MUST SUBMIT WRITTEN REQUEST FOR PRICE ADJUSTMENTS TO THE DIRECTOR OF STATE PURCHASING AT LEAST THIRTY (30) DAYS PRIOR TO THE CONTRACT ANNIVERSARY. NO ADJUSTMENT SHALL BE EFFECTIVE UNTIL APPROVED IN WRITING BY THE OFFICE OF STATE PURCHASING. THE STATE RESERVES THE RIGHT TO ACCEPT THE PRICE ADJUSTMENT OR REBID THE CONTRACT. ORDERS SHALL BE INVOICED AT THE CONTRACT PRICES IN EFFECT ON THE DATE OF THE OF THE AGENCY'S RELEASE ORDER.

PRICE ADJUSTMENTS SHALL BE BASED ON THE PRODUCER PRICE INDEX (PPI), FOR PRODUCT CODE 33712733712712 INSTITUTIONAL FURNITURE AS PUBLISHED BY THE US DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, WASHINGTON DC. THE BASE INDEX SHALL BE THE INDEX ANNOUNCED FOR THE MONTH IN WHICH THE BID OPENS. PRICE ADJUSTMENTS (PERCENT CAHNGES) SHALL BE CALCULATED BY APPLYING THE STANDARD PPI FORMULA TO THE BASE INDEX. PRICE ADJUSTMENTS SHALL BE APPLIED TO THE ORIGINAL PRICE LIST(S) ACCEPTED. PRICE ADJUSTMENTS FOR EACH SUBSEQUENT CONTRACT RENEWAL PERIOD WILL BE CALCULATED FROM THE BASE INDEX RE-ESTABLISHED AT THE TIME OF PERVIOUSLY APPROVED PRICE.

- 19 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN



SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
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<p>OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>20 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2213775 OPEN DATE : 03/01/07      TIME: 10:00 AM T-NUMBER : 92358		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 420-84-000000</p> <p>CLASSROOM FURNITURE:</p> <p>DO NOT PLACE QUOTES ON THIS PRICE SHEET PAGE. PLEASE REFER TO "ATTACHMENT A" PAGES 1 THRU 9 AND "ATTACHMENT B" PAGE 1</p> <p>TO ESTABLISH A STATEWIDE CONTRACT FOR THE PURCHASE OF CLASSROOM FURNITURE FOR USE BY STATE AGENCIES, QUASI STATE AGENCIES, AND ELIGIBLE POLITICAL SUB-DIVISIONS. THIS CONTRACT WILL BE A DISCOUNT OFF THE CATALOG LIST PRICE.</p> <p>THE STATE MAY MAKE UP TO THREE AWARDS TO THE LOWEST RESPONSIVE BIDDERS.</p> <p>SPECIFY BRAND (&amp; NUMBER IF APPLICABLE)</p>	1	LOT		

**INVITATION TO BID  
SPECIAL TERMS AND CONDITIONS / SOLICITATION NO  
CLASSROOM FURNITURE**

**Part 1                      Purpose and Background**

**1.1      Purpose**

**OVERVIEW:** To develop a statewide contract for the purchase of classroom furniture for use by state agencies and eligible political subdivisions and quasi-agencies. This contract will be a discount off the catalog list prices. The State may make awards up to the three (3) lowest responsive, responsible bidders for an initial twelve (12) month period with two (2) options to renew for a total period not to exceed thirty-six (36) months.

**1.2      Background**

Furniture under this contract is intended for use in settings from early childhood to college. The types of furniture include, but not necessarily limited to: (1) library; (2) classroom seating; (3) student and teacher desks; (4) student and teacher seating; (5) computer furniture; (6) student activity tables; (7) mobile storage cabinets; and (8) mobile cafeteria tables, etc. The most current annual purchase volume under the contract is in excess of \$12,000,000.00. This amount includes amount spent to restock schools in the recovery as a result of Hurricane Katrina. This solicitation references this estimate covering a nine month period as a general indication of the needs of the State. No commitment of any kind is made concerning the estimated value or the potential users of this contract.

**Part II                      Calendar of Events, Inquiries and Pre-bid**

- 2.1      NOTICE:** Each bidder is solely responsible for the accuracy and completeness of his bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the State. The following calendar of events is to be followed:

**CALENDAR OF EVENTS**

Release of ITB	February 1, 2007
Deadline to Receive Inquiries	February 12, 2007

Prebid Conference*	February 15, 2007
Answer Written & Prebid Inquiries	February 21, 2007
Bid Opening	March 01, 2007

\*Attending the pre-bid conference is strongly recommended and will be held at 2:00 p.m., Thursday, February 15, 2007 in the Office of State Purchasing Bid Room located in the Claiborne Building, Suite 2-160 (2<sup>nd</sup> floor), 1201 North Third Street, Baton Rouge, LA.

**The State of Louisiana reserves the right to deviate from these dates.**

## **2.2 Bidder Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

\* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [[www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)] and is

available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

### **2.3 Inquiry Instructions**

No decisions or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective bidders.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

John Collins  
Office of State Purchasing  
1201 N. 3<sup>rd</sup>. Street Ste. 2-160  
P.O. box 94095  
Baton Rouge, Louisiana 70804-9095  
Ph. (225) 342-8031  
Fax (225) 342-9060  
E-mail John.Collins@la.gov

### **Part III Delivery Requirements:**

- 3.1** Standard delivery shall be tailgate, (delivery to agency's dock) within forty-five (45) days after receipt of order.

The vendor should have available a quick ship program at no additional charge. A copy of the quick ship program is to be provided.

- 3.2** The vendor shall have the capability of providing for furniture inside delivery and set-in-place at the discretion of the agency at time of order placement. Refer to "Attachment B", Page 1 entitled "Volume Discount

Structure" and quote the applicable discount based on type of delivery and dollar volume off list price.

- 3.3 All shipments shall be f.o.b. destination (from contractors to customer's location).
- 3.4 **Minimum Order:** The minimum amount for any single order shall be \$500.00. On orders for less than the minimum, the delivery charge will be prepaid by the vendor and added to the invoice. The vendor must include proof of actual shipping charges with the invoice.
- 3.5 **Back Orders:** The contractor shall notify the agency within 48 hours of receipt of the order of any item that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s).
- 3.6 **Substitutions/Discontinued Items:** Only the brands and product numbers listed in the catalog submitted with the bid are approved for delivery under this contract. Any substitutions must receive prior written approval from the Director of State Purchasing or designee. The contractor shall notify the Office of State Purchasing of any item in the approved catalog that is discontinued by a manufacturer. This notification must be substantiated by written notice from the applicable manufacturer. Any request for a replacement item of comparable value and quality shall be sent to the Office of State Purchasing for review/approval.

#### Part IV      **Special Conditions**

- 4.1 **Contractual Period:** The State of Louisiana intends to award the contract for an initial period, not to exceed 12 months. Delays in awarding beyond the anticipated starting date may result in a change in the contract period. If this situation occurs, an initial award may be made for less than a 12-month period.
- 4.2 The Office of State Purchasing is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms, and conditions of the contract.

- 4.3 The contractor shall not charge any sales taxes to tax exempt State Customers.
- 4.4 **Right to Audit:** The State Legislative Auditor, Federal Auditors, and Internal Auditors of the Division of Administration, or others designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.
- 4.5 **Packaging and Labeling:** Each item shall be packaged in accordance with standard commercially accepted methods. Contractors are encouraged to consider delivery methods that utilize recyclable or reusable packaging material and containers.
- 4.6 **Current Products:** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 4.7 Contractor shall have a toll free telephone number and a fax number for associated activities under this contract.

## **Part V CONTRACT REPORTING REQUIREMENTS**

- 5.1 The Contractor shall supply to the Office of State Purchasing a comprehensive usage report no later than ninety (90) days prior to the expiration of each contract period. The Office of State Purchasing reserves the right to validate the accuracy of the information in all required reports. Failure to submit timely and accurate information may result in cancellation of the contract. The contents of the report shall include, but not necessarily limited to, a breakdown of purchases:
- A. By category discounts reflecting purchases in both dollar amounts and quantities purchased in descending order.

B. Include the item name, brand, product number, list price, and net discounted price.

## **Part VI                      Product Catalog:**

- 6.1    A copy of the catalog from which prices are quoted on "Attachment A" shall be submitted with the bid.** If list prices are not pre-printed in the catalog, a separate official comprehensive price list (list prices) covering all items in the catalog is acceptable along with the catalog. Failure to submit a copy of the catalog and/or price list with the bid will result in rejection of bid.
- 6.2    The catalog from which bidder's discount is quoted must be the most current catalog available at the time of the bid opening.** The name and date of the catalog is to be entered on "Attachment A". Any terms and conditions contained in the contractor's catalog contrary to those of the State of Louisiana are nullified. The solicitation and any resultant contract award shall contain all terms and conditions with respect to the commodities herein.
- 6.3    The bidder's catalog shall be dated, and shall contain a full-line of classroom furniture items.** The catalog shall include detailed descriptions of the products, list prices (list price sheets covering all items in the catalog may be provided, if prices are not printed in the actual catalog), including pictures sufficient for customers to easily select desired products.
- 6.4    Catalog for General Distribution:** The contractor shall within 10 days of notification of award coordinate with the Office of State Purchasing the format, content, etc. of information to be included on the **label which will be affixed to the outside of the catalog.**

After the Office State Purchasing's approval of the label, the contractor shall have printed a minimum of 1000 labels to be affixed to 1000 catalogs, at no charge to the State, for the contractor to distribute to agencies from which orders will be placed.



**Part VII Method and Award Conditions:**

- 7.1 Awards may be made up to the three (3) lowest responsive, responsible bidders.
- 7.2 The award will be based on the grand total of the extended prices on "Attachment A" for Lines 1 through 21. **These items will be utilized for cost evaluation purposes only in the determination of the award and will not be itemized on the contract.** Only the volume discount lines by categories that are bid on "Attachment B" will be line itemized on the contract.
- 7.3 Bidders shall submit their prices and associated information on the forms provided (refer to "Attachment A" and "Attachment B"). Failure to provide the comprehensive information requested on these Attachments will be cause for rejection of the bid.
- 7.4 The catalog, list prices, and discounts shall remain in effect the entire twelve (12) month period of the contract.
- 7.5 Bidders are required to quote a price for each product (Lines 1 through 21) itemized on "Attachment A" from the illustrated catalog submitted with the bid. *The "each" price for lines on Attachment A shall be quoted based on tailgate delivery to a single destination, f.o.b., freight paid by the vendor.*
- 7.6 Bidders are to enter the brand and model number bid, catalog page number, catalog list price, percentage of discount off list, discounted net unit price, and the net extended totals for each category. The State shall not pay more than the list price for any item eligible for purchase under this contract.
- 7.7 The State reserves the right to reject any bid for failure to comply with the specifications and other requirements of this Invitation to Bid or if the prices are deemed exorbitant or non-competitive.
- 7.8 Any reference to a brand/model number is not intended to exclude any vendor from offering products that meet and/or exceed specifications.

This reference is to establish the standard of quality the State requires by addressing pertinent elements.

- 7.9 The discount bid on "Attachment A" in the percent (%) discount column for each category shall be the same discount bid on Attachment B in the tailgate delivery column in the (\$0 – 2499 row). Only one (1) discount is allowed to be bid per category. Multiple discounts are not allowed in a single category.
- 7.10 The State reserves the right to (1) reject individual line items from "Attachment A" (lines 1 through 21) in the event equivalent items or brands of comparable quality and specification cannot be determined; (2) correct and/or adjust the discount applied to any item(s) on "Attachment A" for the award determination; (3) deem brand and product number equivalency based on published specifications; and (4) reject any and all proposals submitted in response to this Invitation to Bid (ITB) and waive any informality.
- 7.11 The quantities on "Attachment A" are estimates only. This information was derived from agency surveys, vendor historical sales figures for eligible entities in the State. A quantity of "1" indicates that no prior usage information is available. No commitment of any kind is made concerning the purchase quantities, estimated value or potential users of this contract.

**Part VIII Volume Discount Structure and Conditions:**

- 8.1 The Volume Discount lines for each of the three (3) categories on "Attachment B" will be the only lines itemized on the contract. Lines 1 through 21 on "Attachment A" are to be utilized as a pricing model only to determine the award.
- 8.2 The discount bid on "Attachment A" in the percent (%) discount column for each category shall be the same discount bid on "Attachment B" in the tailgate delivery column in the (\$0 – 2499 row). Refer to the "Sample Only" information sheet on Page 20.

**8.3 Non-Exclusivity:** This contract is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**8.4 Warranty:** Any manufacturer's warranties or guarantees normally offered on items covered under this contract shall be applicable.

**Part IX Vendor Qualifications:**

**9.1** The vendor shall have sufficient local representation capable of providing services on a statewide basis.

**9.2** The vendor shall have the capability of providing for furniture installation and set-in-place at the discretion of the ordering entity.

**9.2** The State retains the right to require additional information and to conduct necessary investigations to determine vendor responsibility or accuracy of submitted information.

SAMPLE ONLY

SAMPLE SHEET FOR INFORMATIONAL PURPOSES ONLY

Line	Description	UOM	Qty	Brand/Model	Cat. Page No.	Cat. List Price	%Disc	Net Unit Price	Extended Total
1	Desk	Ea	21	Smith 2159	Smith Pg. 36	59.00	50%	29.50	619.50
2	Pencil	Ea	116	Gold 5142	Fields Pg 51	68.00	50%	34.00	3,944.00
3	Pills	Ea	51	White 6606	Fields Pg 74	42.00	50%	21.00	1,071.00

Dollar Volume	Tailgate Delivery	Inside Delivery Not Set In Place	Inside Delivery and Set In Place
\$0-2499.00	50%		
\$2500.00- 4999.00			
5,000.00-9,999.00			
10,000.00-39,999.00			
40,000.00-99,999.00			
100,000.00 plus			

The percent (%) discount quoted in the % discount column must be the same discount quoted in the \$0-2499.00 column of the Volume discount for tailgate delivery.

# Invitation to Bid Attachments A

T 92358

Solicitation #2213775

Revised 01/25/07

Completed by:

Name of Bidder

**School Furniture (Lines 1-21 are for cost evaluation purposes only)** Any reference to a brand/model number is not intended to exclude any vendor from offering products that meet and/or exceed specifications. This reference is to establish the standard of quality the State requires by addressing pertinent elements.

**IMPORTANT: The discount quoted for items in each Category on Attachment A shall be the same discount to be applied to all related items in the catalog for that specific category.**

Line#	Description	UOM	Qty	Brand	/Model	Cat. page No.	Catalog List Price	%Disc	Net Unit Price	Extended Total
CATEGORY A: CLASSROOM SEATING LINES 1 THRU 6										
1	<b>Chair, Stacking, Classroom</b> Tubular steel frame, 18 ga. Steel, One-piece high-density polypropylene anti-static seat and back with waterfall front. Chrome finish. Nylon swivel non-marring glides. Seat height 15.5" to 16". Virco 9016-16, School Specialty (Scholar Craft) 30672317N Artco Bell 7105 Royal 1101-16 or equal	Ea.	35,000							
2	<b>Chairs, Sled Based</b> Class room seating. 17 ga. Tubular steel sled based legs. Two welded cross braces 17 ga. 1 1/8" diameter. Injection molded plastic textured shell with reinforcing ribs. Shell permanently attached to chrome frame. Virco 9616, School Specialty (Scholar Craft) 30672317N, Artco Bell 7005,Royal 8101, or equal.	Ea.	18603							
3	<b>Chairs, Stacking</b> Available in heights of 13.5" to 14", 15.5" to 16" and 17.5" to 18" For bidding purpose use 17.5" to 18" Seat and back to be 5/8" melamine thermoset hard plastic. Legs to be 18 ga. min. available in fully chromed coat finish. Virco 380-18, School Specialty 30672327N (Scholar Craft) Artco Bell x107, Royal 4102or equal	Ea.	5125							

## Page 2

**T 92358**

Solicitation #2213775

Revised 01/25/07

Line#	Description	UOM	Qty	Brand	/Model	Cat. page No.	Catalog List Price	%Disc	Net Unit Price	Extended Total
4	<b>Desk, Combination seat and desk.</b> Hard plastic seat and back. Writing surface 18" x 24" x 5/8" high impact plastic. Frame consist of one length of 17 ga. steel tubing to create the front legs, one length of 18 ga. steel tubing to create the rear legs, Bookrack is .25" diameter solid steel. Seat height is 18". Chrome finish. Non-Marring nylon swivel glides. Virco 3400BR, School Specialty 30658195N ( Scholarcraft) Artco Bell H457 , Royal 1401,or equal.	Ea.	9865							
5	<b>Chair Caddy</b> L-Channel welded to form a recessed platform for chair legs. with 4 casters. Powder coat epoxy over iron phosphate coating. Use with Stacking Chairs. Virco HTC789 Artco Bell #0168 or 0160, Royal 0800,or equal	Ea.	62							
6	<b>Desk, combination seat and back with bookrack.</b> polypropylene anti-static one piece shell with waterfall front. Top is 18" x 24" , 17.5 -18" high" particle board with high pressure laminate. Chrome frames. on-marring nylon swivel glides. Virco 9700BR, School Specialty 30672321NN (Scholar Craft) ,Artco Bell 7457 ,Royal 1333 or equal	Ea.	6500							
<b>Total of Category A (Lines 1-6)</b>										\$ _____

# Invitation to Bid Attachments A

T 92358

Solicitation #2213775

Revised 01/25/07

Line#	Description	UOM	Qty	Brand	Model	Cat. page No.	Catalog List Price	%Disc	Net Unit Price	Extended Total
CATEGORY B: CLASSROOM TABLES, COMPUTER TABLES, STUDENT DESKS, TEACHERS DESKS, TEACHERS CHAIRS. LINES 7 THRU 18										
7	Desk, Adjustable height study table Top 18" x 34" x 9/16" hi density particle board with high pressure laminated surface and paper backing sheet, Book compartment is 22 gauge steel with die formed pencil tray. Attached modesty panel. Adjustable height 22"-29", legs 19 gauge min., powder coat finish with chrome inserts. Virco 765, School Specialty 32604788N, Royal 1800, Artco Bell 2100, or equal	Ea.	2434							
8	Student Desk, Open front with 21"W x 16"D x 4.25"book box . Top is 18" x 24" of high density fiber resin board w/ high pressure laminate surface. Book box is 22 ga. steel w/reinforced edges. Adjustable 22 to 29" height Frame to be min. 19 ga. Powder coat legs with chrome inserts. Virco 785BB, School Specialty 32657601 Artco Bell 9500, Royal 1653 or equal	Ea.	28,000							
9	Student Desk, Wheelchair Accessible Meets ADA requirements for wheelchair accessible Desk. Top 20" x 26" fiber risen board w/high pressure laminated surface. adjustable height 26" to 32" in 1" increments. 18 ga. steel legs. Powder coat epoxy finish with chrome inserts. Virco 723M, School Specialty 32633493N ( Scholar Craft 2100) Artco Bell 9906, Smith System 26546, or equal	Ea.	76							
10	Table, Classroom Activity Round top 48" in diameter 1 1/8" thick. high density particle board w/high pressure laminated surface with banded edges. 19 ga. min. steel leg adjustable height 22" to 29" in 1" increments. Nylon swivel glides. Powder coat finish with chrome inserts. Tables longer than 60" have a 16 to 19 ga. stretcher bar Virco 4848R, School Specialty 32613590N (Scholar Craft) Artco Bell 1280, Royal 2266B, or equal	Ea.	1710							
11	Desk, Teacher, double pedestal 30" x 60" with center drawer, top has 1 1/8" thick hi-density particle board w/banded edge, modesty panel, file drawers have full suspension. Virco 546, School Specialty 32657944N (Hon) Artco Bell D500, Royal 1950 or equal.	Ea.	175							

## Page 4

<b>Total</b>								
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Invitation to Bid Attachments A  
T 92358  
Solicitation #2213775  
Revised 01/25/07

Line#	Description	UOM	Qty	Brand	/Model	Cat. page No.	Catalog List Price	%Disc	Net Unit Price	Extended Total
CATEGORY C: CAFETERIA TABLES LINES 19 THRU 21										
19	Stool Table, folding, cafeteria type, 12 stools each with individual direct to floor load bearing column, stools measure 13" dia. and constructed of injection molded high impact ABS material, to be secured to a mounting bracket and secured to the column, unitized frame constructed of 13 ga. steel, folding mechanism is to be operable with or without the top, the center hinge and pivot points are to be securely fastened to prevent accidental dislodgement, tabletop size 144"L x 30"W, constructed of high density particleboard 3/4" thick, high pressure laminate surface and a backing sheet, T-mold banding edges. Table shall be operable utilizing a balanced torsion bar construction and automatically lock in the opened and closed positions, four 4" swivel ball-bearing casters and 1" wide rubber wheels, open dimensions 144"L x 58"W, seat ht. 17", table ht. 29" Virco MTS1729-1212, School Speciality 32658229N, Midwest SSU1212, Sico TC65 or equal	Ea.	375							

## Revised 01/25/07

VOLUME DISCOUNT STRUCTURE: Quote a volume discount from the catalog or price list submitted with the bid based on the following bands:

Category A		Discount from the catalog or price list	
CLASSROOM SEATING LINES 1 thru 6			
Dollar Volume	Tailgate Delivery	Inside Delivery NOT set-in-place	Inside Delivery Assembled and set-in-place
\$0 – 2499			
\$2500 – 4999			
\$5000 – 9999			
\$10,000 – 39,999			
\$40,000 – 99,999			
\$100,000 +			

Category B CLASSROOM TABLES, COMPUTER TABLES, STUDENT DESK TEACHER DESKS, TEACHER CHAIRS LINES 7 thru 18			
Dollar Volume	Tailgate Delivery	Inside Delivery NOT set-in-place	Inside Delivery Assembled and set-in-place
\$0 – 2499			
\$2500 – 4999			
\$5000 – 9999			
\$10,000 – 39,999			
\$40,000 – 99,999			
\$100,000 +			

Category C CAFETERIA TABLES LINES 19 thru 21			
Dollar Volume	Tailgate Delivery	Inside Delivery NOT set-in-place	Inside Delivery Assembled and set-in-place
\$0 – 2499			
\$2500 – 4999			
\$5000 – 9999			
\$10,000 – 39,999			
\$40,000 – 99,999			
\$100,000 +			
VENDOR _____			